

## **Flowfy Commerce Service, LLC Terms of Service**

### Overview and Acceptance of Use

Flowfy Commerce Service, LLC (“Flowfy,” “our,” “us” and “we”) is an integrated service platform that encompasses logistics and/or credit payment (together, the “Services”) for brands and retailers to fulfill orders on an online B2B fashion and apparel marketplace (the “Marketplace”), the Services through a third-party Enterprise Resource Planning system (the “ERP”), and/or accessible through Flowfy’s websites (the “Site”) and mobile applications (the “Application”) (together, the “Systems”). As used throughout these Terms of Service (“Terms”) the terms “you” and “your” refer to any visitor to the Site or Application and any user of the Systems. These Terms govern your access to and use of the Systems, and constitute a binding legal agreement between you and Flowfy.

Please read these Terms, our **Privacy Policy**, the **Retailer Terms of Service**, and **Brand Terms of Service**, all of which are incorporated herein by reference and govern your access to and use of the Systems. The Systems are offered and available solely to users who are 18 or older, and must only be used by businesses and your representatives for business use, and not for individual consumers or personal use. By using the Systems, you represent and warrant that you are of legal age to form a binding contract with Flowfy and meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Systems. If you are entering into these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that party to these Terms and, in such event, “you” and “your” will refer and apply to that party.

YOU ACKNOWLEDGE THAT BY ACCESSING OR USING THE SYSTEMS, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OTHER TERMS AND POLICIES REFERENCED IN THESE TERMS. THIS APPLIES WHETHER OR NOT YOU HAVE REGISTERED ON OR THROUGH THE SYSTEMS. IF YOU DO NOT AGREE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SYSTEMS.

### Modification

We reserve the right at our sole discretion to modify, suspend, discontinue or terminate the Systems or any content, feature or material we provide thereon, or to modify these Terms, at any time and without prior notice, and have no obligation to update any information thereon. We will not be liable if, for any reason, all or any part of the Systems is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Systems to users. You agree that it is your responsibility to monitor changes to our Systems. If we modify these Terms, we will post the modification on the Site or via the Application and/or provide you with notice of the modification. By continuing to access or use the Systems thereafter, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Systems.

### Account Registration

To access the Systems, you must complete Flowfy’s registration process to create an account (“Account”) and become a Member (“Member”). Flowfy offers two types of Accounts. The first is a “Retailer Account” for buyers who purchase goods on the Marketplace or utilizes the Services for the purpose of resale (“Retailers”). The second is a “Brand Account” for sellers who intend to sell their goods to Retailers on the Marketplace or utilizing the Services (“Brand”). Each type of Account gives access to different aspects of the Services.

You may register for an Account via the Site or Application, which may be redirected from the Marketplace or ERP. During the registration process, you will be required to provide certain information depending on the type of Account, and you will establish a user name and a password. You agree that all information you provide to

register for an Account and/or for any subsequent activity or interaction with Flowfy and the Systems is governed by our Privacy Policy, and you consent to all actions we take with respect to your information or information you provide consistent with our Privacy Policy.

You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. We reserve the right to temporarily suspend or permanently terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password, and you agree that you will not disclose it to any third party. You agree that you are solely responsible for any activities or actions under your Account, whether you authorized them or not. You will immediately notify us of any unauthorized use of your Account. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

#### Account Level

- a. **Brand Account.** To use the Services of logistics (“flowSHIP”) and/or credit term payment (“flowPAY”) as a Brand to fulfill orders from Retailers on the Marketplace or by utilizing the System, you must open a Brand Account and submit an application for each service you wish to use (either flowSHIP or flowPAY, or both). After submitting your application, Flowfy will determine whether or not to approve your Brand Account. The application process and Brand Account are both free. The application for flowSHIP seeks basic information about you, your company and address, and payment details. The application for flowPAY seeks basic information about you, your company and business, your bank account that will receive funds from your sales, and applicable tax and related documentation (e.g., EIN, W-8, etc.). Additional details regarding information collected can be found in our Privacy Policy. Your use of the Services as a Brand is subject to both these Terms and the Brand Terms of Service.

You acknowledge and agree that by submitting your application to establish a Flowfy Brand Account to use flowPAY to offer credit term payment for Retailers to purchase your goods whether on the Marketplace or utilizing the Systems, you authorize Flowfy and its designated agents (including the Payment Service Provider) to access your personal and/or business credit history for the purpose of evaluating your eligibility for flowPAY and complying with applicable AML/KYC requirements. You further acknowledge and agree that your use of flowPAY in connection with sales transactions, including issuing invoices, remittance of funds, and chargebacks, shall be subject to the terms of a separate agreement between you and the credit term payment service provider designated by Flowfy (the “Payment Service Provider”) and that Flowfy has no liability to you in relation to your dealings with, or the acts or omissions of, the Payment Service Provider.

You acknowledge and agree that by submitting payment details in conjunction with registering for a Brand Account to use flowSHIP, you agree to pay the freight invoice corresponding to your use and other fees that may accrue; to authorize us to charge the payment method with the information you have supplied to us; and/or to credit such payment method to make any adjustments if necessary. You further acknowledge and agree that your use of flowSHIP shall be subject to the terms and conditions of United Parcel Service (“UPS”) or any other third party that Flowfy may designate (“Logistics Service Provider”) and that Flowfy has no liability to you in relation to your dealings with, or the acts and omissions of, the Logistics Service Provider. Use of courier services through flowSHIP is at your own risk, and Flowfy is not responsible for your use of courier services of a Logistics Service Provider.

- b. **Retailer Account.** To use flowPAY as a Retailer to purchase goods from Brands on the Marketplace or utilizing the Systems, you must open a free Retail Account and submit an application. After submitting your application, Flowfy will determine whether or not to approve your Retailer Account. When you open a Flowfy Retail Account, you will be required to submit information such as your first and last name, company type, tax ID and other information about your business. You may be required to

provide additional information such as financial statement, payment method information, reseller ID number and related documentation and any other information as may be required by Flowfy. Additional details regarding information collected can be found in our Privacy Policy. Your use of the Systems as a Retailer is subject to the both these Terms and the Retailer Terms of Service.

You acknowledge and agree that by submitting your application to establish a Flowfy Retail Account to use flowPAY as a Retailer to purchase goods from Brands on the Marketplace or utilizing the Systems, you authorize Flowfy and its designated agents (including the Payment Service Provider) to access your personal and/or business credit history, including obtaining a consumer credit report, for the purpose of evaluating your eligibility for a line of credit with flowPAY. You further acknowledge and agree that your use of flowPAY in connection with your credit line issuance and purchase transactions using the credit line shall be subject to the terms of a separate agreement between you and the Payment Service Provider and that Flowfy has no liability to you in relation to your dealings with, or the acts or omissions of, the Payment Service Provider.

You acknowledge and agree that by submitting payment details in conjunction with registering for a Retailer Account to use flowPAY to purchase goods on the Marketplace or utilizing the Systems, you agree to pay the invoice for purchased goods and any applicable taxes and other fees that may accrue; to authorize the Payment Service Provider to charge the payment method using the information you have supplied to us and the Payment Service Provider; and/or to credit such payment method to make any adjustments if necessary.

### Ownership

The Systems are each protected by copyright, trademark and other laws of the United States and foreign countries. You acknowledge and agree that the Systems, including all associated intellectual property rights, are and shall remain the exclusive property of Flowfy, its licensors and/or other providers of such material. Other than expressly stated herein, there are no licenses, implied or otherwise, granted under these Terms. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Systems. Additionally, Flowfy is the owner of certain pending, registered and/or unregistered trademarks, trade dress and trade name appearing on the Systems, including the Flowfy name and logo, and all related names, logos, service names, designs and slogans. You agree not to use such marks without Flowfy's prior written permission.

### License Granted by Flowfy

Subject to these Terms, Flowfy hereby grants you: (a) a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use and access the Systems, and (b) a limited non-exclusive, revocable, non-sublicensable, non-transferable license to download and install a copy of the Application on your device solely in connection with your use of the Systems.

Except as expressly granted in these Terms, no licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Flowfy, its licensors or others. If you violate these Terms or the rights of Flowfy, its licensors or others, your right to use the Systems will terminate immediately and you must, at our option, return or destroy any copies of the materials you have made.

### Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Systems ("Feedback"). You acknowledge and agree that if you submit any Feedback to us through any communication channel, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own

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or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

#### Links to Third Party Websites

The Systems may contain links to third-party websites or resources. You acknowledge and agree that Flowfy is not responsible or liable for: (a) the availability or accuracy of such websites or resources, or (b) the information, services, or other materials on or available from such websites or resources. Links to such third-party websites or resources do not imply any endorsement by Flowfy of such websites or resources or the information, services, or other materials available from such websites or resources. You acknowledge sole responsibility for, and assume all risk arising from, your use of any such third-party websites or resources or the information, services, or other materials on or available from such websites or resources.

#### Prohibited Uses

You agree not to do any of the following:

- a. Attempt to probe, scan, or test the vulnerability of any Flowfy system or network or breach any security or authentication measures;
- b. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Flowfy or any of Flowfy's service providers or any other third party (including another user) to protect the Systems;
- c. Attempt to access or search the Systems through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Flowfy or other generally available third-party web browsers;
- d. Use any meta tags or other hidden text or metadata utilizing a Flowfy trademark, logo, URL or service name without Flowfy's express written consent;
- e. Use the Systems in any manner not permitted by these Terms;
- f. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Systems to send altered, deceptive or false source-identifying information;
- g. Interfere with, or attempt to interfere with, the access of any user, host or network, including sending a virus, overloading, flooding, spamming or mail-bombing the Systems;
- h. Collect or store any personally identifiable information of other users from the Systems without their express permission and in a manner that does not violate Flowfy's Privacy Policy;
- i. Impersonate or misrepresent your affiliation with any person or entity;
- j. Advertise, promote or make flowPAY available to any entity or person deemed a "consumer" for any purposes of any U.S. federal or state consumer protection law or regulation or similar laws in any other country where flowPAY is used;
- k. Violate any applicable law or regulation; or
- l. Encourage or enable any other third party to do any of the foregoing.

Flowfy will have the right to investigate and prosecute violations of these Terms to the fullest extent of the law. Flowfy may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Flowfy has no obligation to monitor your access to or use of the Systems, but has the right to do so for the purpose of operating the Systems, to ensure your compliance with these Terms, to

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investigate a complaint or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Flowfy reserves the right, at any time and without prior notice, to remove or disable access to the Systems that Flowfy, in its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Systems. Flowfy reserves the right to cooperate fully with law enforcement, and to involve and share information with law enforcement, governmental agencies or other oversight bodies if Flowfy suspects illegal activity may be taking place.

#### Email, Text Messages and Telephone Calls

Flowfy, Flowfy's designated service providers, and those acting on Flowfy's behalf, may contact you by telephone, text message, or email at the phone numbers and email address you have provided to us. These messages may include operational messages about your use of the Service. You understand that you are not required to consent to communications as a condition of using services. You may opt out of receiving telephone calls, text messages, or email at any time. Opting out of receiving operational text messages may impact the functionality of the Services. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier.

#### Information We Collect About You

All information we collect about you when you apply for an Account or use or visit the Services is subject to our Privacy Policy. By using the Services, you consent to the terms and conditions of the Privacy Policy and all actions taken by us in accordance with it.

#### Termination and Account Cancellation

If you breach any of these Terms, Flowfy will have the right to suspend or disable your Account, in its sole discretion and without prior notice to you. Flowfy reserves the right to revoke your access to and use of the Services at any time, with or without cause. In the event Flowfy terminates your Account for your breach, you will remain liable for all amounts due hereunder. You may cancel your Account at any time by visiting our website [www.flowfy.com](http://www.flowfy.com) and leave your inquiry.

#### Disclaimers

THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. FLOWFY MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FLOWFY OR THROUGH THE SERVICES AND SYSTEMS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. FLOWFY IS NOT A SHIPPER AND IS NOT ENGAGED IN THE TRANSPORTATION OR SHIPMENT OF MERCHANDISE OBTAINED FROM THE BRAND WHETHER THROUGH THE MARKETPLACE, ERP OR ANY OTHER MEANS OF OBTAINING SUCH MERCHANDISE. FLOWFY IS NOT A SELLER OF MERCHANDISE OBTAINED FROM THE BRAND AND IS NOT RESPONSIBLE FOR FULFILLING TRANSACTIONS FOR GOODS OR MERCHANDISE PURCHASED FROM THE BRAND WHETHER THROUGH THE MARKETPLACE, ERP OR ANY OTHER MEANS OF OBTAINING SUCH MERCHANDISE. FLOWFY MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MERCHANDISE OBTAINED OR SHIPPED BY THE RETAILER UNDER THE SERVICES, NOR DOES FLOWFY MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MARKETPLACE OR ERP, THE FUNCTIONALITY OR SECURITY OF THE MARKETPLACE OR ERP, OR IN ANY OTHER RESPECT REGARDING THE MARKETPLACE OR ERP. FLOWFY'S SOLE

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FUNCTION IN CONNECTION WITH THE SERVICES THROUGH THE SYSTEMS IS TO FURNISH flowSHIP and flowPAY.

FLOWFY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES PURCHASED FROM THE BRAND, ITS SUBSIDIARIES OR ANY OF ITS AFFILIATES, OR ANY OTHER THIRD PARTY, WHETHER THROUGH THE MARKETPLACE, ERP OR ANY OTHER MEANS OF OBTAINING SUCH MERCHANDISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND THE RETAILER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AGAINST FLOWFY IN CONNECTION WITH ANY OF THE FOREGOING. All the credit lines under flowPAY are issued by Multi Service Technology Solutions, Inc., a Florida incorporated company ("MSTS") MSTS is a designated Payment Service Provider by Flowfy. Flowfy is neither a lender nor a broker for the credit lines issued under flowPAY. If you apply for a Retailer Account, your application and qualifications will be reviewed and decided by MSTS. MSTS will control your involvement in its financing program and set a credit limit. Flowfy makes no representations or warranties that you will be approved for any credit line under flowPAY. Credit lines and pricing under flowPAY are subject to periodic review and change by the Payment Service Provider, including line and pricing reductions, line and pricing increases, or line eliminations. Terms, conditions, features, availability, pricing, fees, service and support options are subject to change upon prior written notice.

FlowSHIP allows you to use courier services of UPS or other Logistics Service Providers for shipping documents and goods within the United States. Flowfy serves as an intermediary between you and UPS or any other Logistics Service Provider, and Flowfy does not transport or deliver shipments and is not a party to any contract you form with a courier to pick up, transport or deliver your services.

Flowfy may receive payment from the designated Payment Service Provider or the designated Logistics Service Provider for its property, services, and referrals on and through the Services.

#### Indemnity

In the event the data related to a transaction is provided through the Marketplace or ERP, you acknowledge that Flowfy relies on the Marketplace or ERP for such data, including an order, a checkout, and an invoice thereof ("Transaction"), and you hereby release and waive, to the extent permissible by applicable law, any claims or liability related to or arising out of any discrepancies with the amount of Transaction.

You agree to defend, indemnify, and hold Flowfy, and its parent, subsidiaries, affiliates, partners, successors, and assigns, and each of their owners, members, officers, directors, employees, agents, representatives, contractors, subcontractors, licensors, service providers and third party content providers, harmless from any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal and accounting fees) made by any third party due to or arising out of your use of the Services or violation of these Terms, any law or the rights of a third party.

You further agree that Flowfy is not responsible, and shall have no liability to you or anyone else, for any information transmitted through the Systems, including fraudulent, untrue, incorrect, or inaccurate information, and that the risk of damage from such transmitted information rests entirely with you.

#### LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND SYSTEMS REMAINS WITH YOU. NEITHER FLOWFY NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE, APPLICATION, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION,

COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FROM THE LOSS, MISDELIVERY OF, OR DAMAGE TO PROPERTY, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY OF GOODS OR MERCHANDISE OBTAINED FROM THE BRAND OR THROUGH THE MARKETPLACE OR ERP, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SYSTEMS, OR FROM ANY COMMUNICATIONS OR INTERACTIONS AS A RESULT OF YOUR USE OF THE SERVICES OR SYSTEMS WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FLOWFY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL FLOWFY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SYSTEMS EXCEED US\$100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FLOWFY AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action or court proceeding permitted under these Terms will be the state and federal courts located in New York and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

#### Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Flowfy's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. Flowfy may assign or transfer these Terms in its sole discretion without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

#### Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given: (a) by Flowfy via email (in each case to the primary account email address that you provide); (b) by posting to the Site; or (c) via the Application. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

#### Electronic Communication

By accepting these Terms, you authorize Flowfy, the Marketplace, the ERP, and Flowfy's designated service providers to transmit information via email to the email address(es) provided for communication in the Application or maintained at the Site. You acknowledge that the email communication may contain confidential information intended solely for your access and use of the Systems. In consideration of Flowfy's willingness to transmit information to you via email, you agree that you will not hold Flowfy responsible for any email communication intercepted or received by anyone other than the intended recipients. You hereby release Flowfy and its affiliates, and each of their agents, employees, and representatives, from any and all liabilities, claims, losses, damages, injuries, and expenses of any kind in any way connected with or arising out of the interception

or receipt of the email communications by any unintended recipients. You hereby further agree to indemnify, defend, and hold harmless Flowfy and its affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries, or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Your obligations, as set forth in this section, shall not apply to the extent such liabilities, claims, losses, damages, and injuries are caused by the gross negligence or willful misconduct of Flowfy, its employees or its agents.

#### Force Majeure

Flowfy shall not be liable for or required to pay compensation of any nature whatsoever for any loss arising from the unavailability, inconvenience or failures of the Services or Systems due to the following reasons: (i) system shut-down for maintenance; (ii) inability to transmit data due to failures in communications terminals or telecommunications equipment; (iii) systems failure and inability to perform its functions due to force majeure events including, but not limited to, typhoons, earthquakes, tsunamis, floods, power failure, fires, storms, war, political unrest, labor strikes, shortage of labor or materials, riots, insurrections, civil disturbances, terrorist attack, explosions, acts of God, governmental actions, orders of domestic or foreign courts or tribunals, and non-performance of third parties; (iv) suspension or delay of the Services or Systems failure due to reasons beyond the reasonable control of Flowfy such as hacker or cyber-attacks, technical adjustments or failure of the telecommunications department, website upgrades, third-party problems or any suspension or disruption of transportation or business operation (including, but not limited to, delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a global, national or regional epidemic or pandemic; or (v) other similar or dissimilar events or conditions beyond the reasonable control of Flowfy.

#### DISPUTE RESOLUTION – ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS.

You and Flowfy agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Systems (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right to: (a) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights; (b) pursue an action to enforce an arbitral order or award through the applicable federal, state or local agency if that action is available; and (c) seek injunctive relief in a court of law in aid of arbitration. YOU ACKNOWLEDGE AND AGREE THAT YOU AND FLOWFY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Flowfy otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

**Arbitration Rules and Governing Law.** The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. The parties agree that the Federal Arbitration Act applies and will govern the interpretation and enforcement of this “Dispute Resolution” section.

**Arbitration Process.** A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an experienced (15+ years practicing) attorney licensed to practice law in the state of New York.

**Arbitration Location and Procedure.** Unless you and Flowfy otherwise agree in writing, the arbitration will

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be conducted in New York City, New York. If your claim does not exceed US\$10,000, then the arbitration will be conducted solely on the basis of documents you and Flowfy submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds US\$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties.

**Arbitrator's Decision.** The arbitrator will render a written award within the time frame specified in the AAA Rules. The arbitrator's award will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent, to the extent permitted by law, with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable.

**Fees.** Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. If applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Dispute Resolution provision to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration.

**Changes.** Notwithstanding the provisions of the "Modification" section above, if Flowfy changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including inquiry on our website [www.flowfy.com](http://www.flowfy.com)) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Flowfy's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Flowfy in accordance with the arbitration provisions of this "Dispute Resolution" section (however entitled) as of the date you first accepted these Terms or accepted any subsequent changes to these Terms.

#### Entire Agreement

These Terms, together with Flowfy's Brand Terms of Service, Retailer Terms of Service, and Privacy Policy, constitute the entire and exclusive understanding and agreement between Flowfy and you regarding the Systems and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Flowfy and you regarding the Systems and Services.

#### Miscellaneous

The failure by Flowfy to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Flowfy. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Throughout these Terms, the word "include" or "including" means "including, but not limited to". Provisions that by their nature are intended to survive the termination of these Terms or your use of the Systems will survive indefinitely.

#### Contact Us

If you have any questions about these Terms, please contact Flowfy at:

Flowfy Commerce Service, LLC.  
5061 E. Slauson Ave., Ste. 101 Commerce, CA 90040  
[www.flowfy.com](http://www.flowfy.com)

## **Flowfy Commerce Service, LLC Brand Terms of Service**

### Overview and Acceptance of Use

Flowfy Commerce Service, LLC (“Flowfy,” “our,” “us,” and “we”) is an integrated service platform that encompasses logistics and credit payment (together, the “Services”) for brands and retailers to fulfill orders on online B2B fashion and apparel marketplace (“Marketplace”), the Services through a third-party Enterprise Resource Planning system (the “ERP”) and/or accessible through Flowfy’s websites (the “Site”) and mobile applications (the “Application”) (together, the “Systems”). As used throughout these Brand Terms of Service (“Brand Terms”), the terms “you” and “your” refer to you as a user of the Systems as a seller who offers to sell and/or sell their goods on the Marketplace or utilize the Services (a “Brand”). If you are entering into these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that party to these Terms and, in such event, “you” and “your” will refer and apply to that party. These Brand Terms, along with Flowfy’s Terms of Service (the “General Terms”) and Privacy Policy, govern your access to and use of the service of credit term payment (“flowPAY”) and the service of logistics (“flowSHIP”) as a Brand through use of the Systems, and constitutes a binding legal agreement between you and Flowfy.

These Brand Terms reference and link to various Flowfy policies that provide additional details regarding the Systems, and such policies are incorporated herein by reference and are to be treated as part of these Brand Terms. You hereby acknowledge and agree to the terms and conditions as set forth below. Capitalized terms used herein but not defined shall have the meanings given to them in the General Terms. Throughout these Brand Terms, the word “include” or “including” means “including, but not limited to”.

### Account Registration – Brand Account

To use flowPAY and flowSHIP as a Brand, you must complete Flowfy’s registration process to open a brand account and submit an application for each service you wish to use (either flowSHIP or flowPAY, or both) (“Brand Account”), as further set forth in General Terms. After submitting your application, Flowfy will determine whether or not to approve your Brand Account. We reserve the right to deactivate your account if we find that you are in breach of these Brand Terms.

By accepting these Brand Terms and providing the requested information during the Brand application process as detailed in the General Terms, you authorize Flowfy and its affiliates, designated payment processors and Payment Service Providers (as defined below) to settle and disburse funds to you and on your behalf. You acknowledge that Flowfy is not obligated to accept you as a Brand. You hereby release Flowfy from any liability regarding the application or acceptance process.

### Use of FlowPAY

If eligible, you may offer net sixty (60) days term payment using flowPAY to buyers who purchase goods on the Marketplace or utilizing the Systems for the purpose of resale (“Retailers”) who purchase goods from you. By accepting these Brand Terms, you acknowledge and agree to the fees and payout schedule set forth below. You agree and authorize Flowfy and/or its designated Payment Service Provider (as defined below) to deduct all fees due and owing from your payout amount, and to settle and transfer funds to your bank account.

- a. **Payment Service Provider.** Flowfy uses a third-party service provider, Multi Service Technology Solutions, Inc., a Florida incorporated company (“MSTS”), for flowPAY, including credit evaluation, issuance of credit line, fraud alerts, credit term payment processing, underwriting, disbursement of funds to you, and payment collection from Retailers. MSTS is a designated Payment Service Provider by Flowfy (“Payment Service Provider”). You acknowledge and agree that Flowfy may share information about you with the Payment Service Provider in order to provide flowPAY services.

You acknowledge that all credit lines for Retailers under flowPAY are issued by MSTS, and that all applications and qualifications for the credit lines will be reviewed and decided by MSTS. You further acknowledge that Flowfy is neither a lender nor a broker for the credit lines issued under flowPAY, and that Flowfy makes no representation or warranty that you will be approved to use flowPAY.

- b. **Onboarding.** You acknowledge and agree that by submitting your application to establish a Brand Account to use flowPAY through the Systems, you authorize Flowfy and the Payment Service Provider to access your personal and/or business credit history for the purpose of evaluating your eligibility for flowPAY and complying with applicable AML/KYC requirements. You further acknowledge and agree that your use of flowPAY in connection with sales transactions including issuing invoices, remittance of funds, and chargebacks shall be subject to the terms of a separate agreement between you and the Payment Service Provider, and that Flowfy has no liability to you in relation to your dealings with, or the acts or omissions of, the Payment Service Provider.

Credit lines and pricing under flowPAY are subject to periodic review and change by the Payment Service Provider, including line and pricing reductions, line and pricing increases, or line eliminations. Terms, conditions, features, availability, pricing, fees, service and support options subject to change upon prior written notice.

- c. **FlowPAY Invoice.** For each order with flowPAY from Retailers that has been approved by MSTS (the "Transaction"), you acknowledge that the invoice shall be issued to the applicable Retailer by MSTS on your behalf upon your claim to MSTS through the Systems. You further acknowledge and agree that the invoices issued by MSTS for the Transactions ("flowPAY Invoice") are final, and that the applicable Retailer shall make payment for the flowPAY Invoice to MSTS or MSTS's designee in compliance with the payment terms set forth herein.
- d. **Transactions.** You acknowledge that MSTS shall only bear the credit risk for Transactions that have been specifically approved by MSTS (for example, you should not rely on a previous confirmation from MSTS of a credit line for a Retailer without first obtaining a confirmation from MSTS that a specific requested Transaction has also been approved by MSTS). You acknowledge and agree that any approval of a Transaction by MSTS is only valid for thirty (30) days and must be renewed after such time to remain valid.
- e. **Disbursement of Funds.** If MSTS authorizes the provisioning of credit in connection with a Transaction and you make claim for disbursement of funds for the Transaction accordingly to MSTS through the Systems, then MSTS will initiate the remittance of the amount associated with such Transaction directly to you (the "Transaction Amount"), less a transaction fee of 3.29% on the Transaction Amount ("Transaction Fee"), within two (2) business days and all in accordance with other terms set forth in the separate agreement between you and MSTS.

For the avoidance of doubt, you should not ship merchandise to the applicable Retailer until you receive confirmation that the Transaction has been approved for payment by MSTS through the Systems, and you should not make any claim for payment or invoice issuance to Flowfy or MSTS prior to having shipped merchandise to the applicable Retailer.

You further agree that to the extent a Retailer remits payment of any flowPAY Invoice directly to you, such funds belong to MSTS and you are responsible for immediately notifying MSTS of receipt of funds and redirecting or causing to be redirected (in case of check not cashed), or transferring or causing to be transferred the payment to MSTS. You acknowledge and agree that MSTS may at any time chargeback the Transactions associated with the payment to you before the payment is returned to MSTS in full.

- f. **Transaction Disputes.** If a Retailer discovers an issue with a Transaction and initiates a dispute, you will be notified through the Systems. You acknowledge and agree that your use of flowPAY and the dispute resolution process including cancellations of the flowPAY Invoice and/or applicable refunds shall be subject to the terms of a separate agreement between you and MSTS, and that Flowfy has no liability to you in relation to your dealings with, or the acts or omissions of, MSTS.

For any disputes of Transactions, you agree to try to informally resolve the dispute directly with the Retailer within thirty (30) days and to notify MSTS of the result of such efforts through the Systems. If you do not take any actions to respond to the Retailer's disputes within thirty (30) days, we and MSTS will regard the disputes as having been accepted and resolved in favor of the Retailer for the full amount of the Transactions. If you are not able to resolve the dispute, you may contact MSTS through the Systems to help resolve the issue.

You acknowledge and agree that MSTS ultimately reserves the right to chargeback the Transactions to you. You further agree that Flowfy has no duty or obligation to resolve any issue you have with a Retailer, and you hereby release Flowfy from any and all liability relating to any dispute you have with a Retailer.

#### Use of flowSHIP

If eligible, you may use flowSHIP to fulfill orders that you have received from Retailers. By accepting these Brand Terms, you agree to pay for the freight invoice corresponding to your use of flowSHIP and other fees that may accrue; to authorize us to charge the payment method with the information you have supplied to us; and/or to credit such payment method to make any adjustments if necessary.

- a. **Services.** Flowfy's services allow you to use courier services of United Parcel Service ("UPS") or any other third party that Flowfy may designate ("Logistics Service Provider") for shipping documents and goods within the United States. Flowfy serves as an intermediary between you and UPS or Logistics Service Provider. Flowfy does not transport or deliver shipments and Flowfy is not a party to any contract you form with a courier to pick up, transport, or deliver your shipments.
- b. **Registration.** As set forth in the General Terms, when you register for a Brand Account, you will indicate whether you are applying to use flowSHIP. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Brand Account User ID a name that you do not have the right to use, or another name of person or entity with the intent to impersonate them. You may not transfer your Brand Account to anyone else without Flowfy's prior written permission.
- c. **Restriction on the use of services.** You will only use the Systems for your own internal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all applicable laws. You will ensure that the information you supply to us in connection with using flowSHIP is complete and accurate.

You will not share your Brand Account or password with anyone, and you must protect the security of your Brand Account and your password. You are responsible for any activity associated with your Brand Account.

No service shall be rendered by the Logistics Service Provider (as defined below) in the transportation of any shipment that is prohibited by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country. It is your responsibility to ensure that a shipment does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment.

You are responsible for following the terms and conditions of UPS or Logistics Service Provider. Please visit UPS.com or the respective third party(ies)' websites to obtain and review their terms and conditions. Use of courier services through the Systems is at your own risk. We are not responsible for your use of courier services of Logistics Service Provider. You agree to be bound by their terms and conditions. Flowfy has no liability to you in relation to your dealings with, or the acts and omissions of, the Logistics Service Provider

- d. **Other Restrictions.** You represent, warrant, and agree that you will not use the Services and the Systems in a manner that:

- ① infringes or violates the intellectual property rights or any other rights of anyone else (including Flowfy or any Logistics Service Provider);
- ② constitutes a breach of, or otherwise conflicts with, any terms and conditions of Logistics Service Providers, rules, or policies, or your agreements with any Logistics Service Providers;
- ③ violates any law or regulation;
- ④ is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- ⑤ jeopardizes the security of your Brand Account or anyone else's (such as allowing someone else to log in to the Systems as you);
- ⑥ attempts, in any manner, to obtain the password, account, or other security information from any other user; or
- ⑦ breaches "UPS's Tarriff/terms and Conditions of Service – United States" or similar terms and conditions from Logistics Service Provider which may be updated at any time at the at the sole discretion of UPS or Logistics Service Provider.

A violation of any of the foregoing is grounds for termination of your right to use or access the Systems.

- e. **Payment.** We currently accept Visa, MasterCard, American Express, and Discovery. Acceptable payment methods are subject to change at any time. You must include correct information (such as the address and phone number the payment credit card issuer has on file for you) when creating your Brand Account. Incorrect information may cause delays in establishing your use of flowSHIP.

All information received from you will be treated in accordance with our Privacy Policy. Please note that we may receive updated information regarding your payment card account or debit card account from your financial institution and by accepting these Brand Terms, you hereby consent to such updating. We may receive updated card expiration date or account number information. During account registration, we may verify that your payment card is valid.

- f. **Debit Notice Waiver.** If you select to pay us via a debit card, you hereby waive your rights under 12 C.F.R. 205.10(d) to receive ten days' advance notice of the amount and date of all varying electronic fund transfers, so long as the transfer falls inside the range of \$0.01 and the sum of any amounts you authorize for insurance, hidden postage labels, reset fees or other non-recurring charges.
- g. **Billing for Fees.** Our service fees, such as shipping freight fees, will be automatically charged to your registered credit card or debited from your registered debit card.
- h. **Collection.** You agree that if timely payment of any amounts due is not made, we may pursue the claim directly or assign such claim for collection, and the collection agency may pursue the collection of the past due amounts and any interest or cost of collection permitted by law.
- i. **Lost/Damaged Parcel Coverage.** In the event your parcel is lost and/or damaged prior to delivery, UPS or the applicable Logistics Service Providers' maximum liability is limited to a maximum value of \$100 for each package or pallet. UPS or the applicable Logistics Service Providers does not cover, and you must obtain separate insurance coverage for, any shipment with a value exceeding \$100 from a third party that provides coverage for lost and damaged parcels.

All notices of claims for loss of or damage to property transported or accepted for transportation must include the date of shipment, the tracking number, and the nature of the loss or damage. A request for proof of delivery or damage inspection or the filing of a lawsuit do not constitute notification of a claim. Notice of a claim for loss or damage to property must be made to UPS or the applicable Logistics Service Provider.

- j. **Right of Inspection.** You agree that we, our designated Logistics Service Provider, or any governmental authority including customs and border security may open and inspect your shipment at any time. You acknowledge and agree that the Logistics Service Provider, or any governmental authority may, at its sole discretion, decide to dispose of a parcel in the event a determination is made that such destruction is required (for example, prohibited items or there is suspected fraud associated with the Transaction).
- k. **Sharing of Information.** Notwithstanding anything in our Privacy Policy to the contrary, you consent to the disclosure of certain personally identifiable information, as well as shipping item information, by Flowfy to its designated Logistics Service Provider utilized as part of flowSHIP. Flowfy cannot control the privacy policies of the Logistics Service Provider and you hereby waive any claim against Flowfy or Logistics Service Provider related to the disclosure of personally identifiable or shipment information.
- l. **Right to Refuse.** You acknowledge and agree that Flowfy and the Logistics Service Provider reserve the right to accept or decline your order at any time after receipt of the order for any reason.
- m. **Return of Parcel.** In the event UPS or the applicable Logistics Service Providers makes three (3) attempts but fails to deliver the package for any reason, UPS or the applicable Logistics Service Providers shall automatically return the package to you, and all costs, expenses, and fees, if any, of such return shall be borne by you.

#### Taxes

By registering for a Brand Account and/or using flowPAY and/or flowSHIP to fulfill orders on the Marketplace, you agree to collect and remit any applicable taxes, including sales taxes, as well as any other payments or filings required under applicable law.

You acknowledge and agree that Flowfy is not responsible for calculating, validating, or reporting sales tax information (including, depending on the geographic location of the Retailer, GST, VAT, WET or any other applicable sales taxes) for any Transactions, and hereby release Flowfy with respect thereto, and agree to indemnify, defend and hold Flowfy harmless against any and all such taxes, contributions, penalties and/or interest.

#### Indemnity

You agree to defend, indemnify, and hold Flowfy, and its parent, subsidiaries, affiliates, partners, successors, and assigns, and each of their owners, members, officers, directors, employees, agents, representatives, contractors, subcontractors, licensors, and service providers, harmless from any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal and accounting fees) incurred by any of them due to or arising out of or in connection with your violation of these Brand Terms, the General Terms and/or any law or the rights of a third party, or your use of the Systems.

#### Prohibited Uses

Flowfy will have the right to investigate and prosecute violations of these Brand Terms to the fullest extent permitted by law. Flowfy may involve and cooperate with law enforcement authorities in prosecuting users who violate these Brand Terms. You acknowledge and agree that Flowfy has no obligation to monitor your access to or use of the Systems, but has the right to do so for the purpose of operating the Systems, to ensure your compliance with these Brand Terms, to investigate a complaint or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Flowfy reserves the right to cooperate fully with law enforcement, and to involve and share information with law enforcement, governmental agencies or other oversight bodies if Flowfy suspects illegal activity may be taking place.

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### Termination

If you breach any of these Brand Terms or any of the General Terms, Flowfy will have the right to temporarily suspend or permanently terminate your Brand Account in its sole discretion and without prior notice to you. Flowfy reserves the right to revoke your access to and use of the Systems at any time, with or without cause. In the event Flowfy terminates these Brand Terms for any reason, you will remain liable for all amounts due hereunder.

You may terminate your relationship with Flowfy at any time by visiting our website [www.flowfy.com](http://www.flowfy.com) and leave your inquiry or as otherwise indicated in your Brand Account portal. Flowfy will close your Brand Account once there has been an accounting of all monies due and owing.